

EXHIBIT C

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE VALSARTAN, LOSARTAN, AND IRBESARTAN PRODUCTS LIABILITY LITIGATION	MDL No. 2875 HON. ROBERT B. KUGLER CIVIL NO. 19-2875 (RBK)
THIS DOCUMENT RELATES TO ALL CASES	

PLAINTIFFS' PROPOSED VERDICT FORM

I. Express Warranty ("EW") Claims

EW Question 1: (Creation and Breach of Express Warranty)

Do you find by a preponderance of the evidence that ZHP, Torrent, and/or Teva, respectively, **made and breached an express warranty** under the laws of the Express Warranty States (Alabama, Arkansas, Florida, Georgia, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New York, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Texas, Utah, Vermont, Wisconsin, or Wyoming)?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is "Yes" to one or more of the Defendants, please proceed to the next question.

EW Question 2: (Notice of Breach)

[TBD based on court rulings]

If your answer is “Yes” to one or more of the Defendants, please proceed to the next question.

EW Question 3: (Compensatory Damages)

Do you find that Plaintiff and Class Members suffered breach of express warranty damages?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If you answered “Yes” to EW Questions 1, 2, and 3 as to ZHP, please proceed to compensatory economic damages in the ZHP Compensatory Economic Damages worksheet.

If you answered “Yes” to EW Questions 1, 2, and 3 as to Teva, please proceed to compensatory economic damages in the Teva Compensatory Economic Damages worksheet.

If you answered “Yes” to EW Questions 1, 2, and 3 as to Torrent, please proceed to compensatory economic damages in the Torrent Compensatory Economic Damages worksheet.

EW Question 4: (Punitive Damages)

If you have found ZHP, Teva, or Torrent, respectively, liable for breach of express warranty, and have awarded compensatory damages in any amount in response to EW Question 3 for ZHP, Teva, and/or Torrent, please answer this EW Question 4.

As I instructed you, in some states you must find a claim for punitive damages is proven by **clear and convincing evidence**. In others, you must find punitive damages to be proven by a lesser **preponderance of the evidence standard**. Accordingly, you will be asked the same question twice in this Verdict Form with the only difference being the burden of proof and the states listed.

EW Question 4(a): (Punitive Damages – Clear and Convincing Evidence)

Do you find by **clear and convincing evidence** that ZHP, Teva, and/or Torrent should be liable for punitive damages under the laws of Arkansas, Mississippi, Montana, New York, Rhode Island, and Vermont for ZHP's, Teva's, and/or Torrent's respective breach(es) of express warranty(ies)?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” for one or more of the Defendants, you may skip EW Question 4(b) for that or those Defendant(s), and proceed to award punitive damages under the laws of Arkansas, Mississippi, Montana, and New York, Rhode Island, and Vermont.

EW Question 4(b): (Punitive Damages – Preponderance of the Evidence)

Do you find by **a preponderance of the evidence** that ZHP, Teva, and/or Torrent should be liable for punitive damages under the laws of Rhode Island and Vermont for ZHP's, Teva's, and/or Torrent's respective breach(es) of express warranty(ies)?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” for one or more of the Defendants, please proceed to the Punitive Damages Worksheet for that or those Defendant(s) and award punitive damages under the laws of Rhode Island and Vermont.

II. Consumer Protection Law (“CPL”) Claims

CPL Question 1(a): (Deceptive Conduct)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent **engaged in deceptive conduct?**

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

CPL Question 1(b): (Unfair Conduct) (Excludes New York, North Dakota, Oregon, and Pennsylvania)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent **engaged in unfair conduct?** (This finding only applies to states where Plaintiffs pursue an unfair conduct claim).

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to CPL Question 1(a) and/or 1(b) one or more of the Defendants, proceed to Question 2.

CPL Question 2: (Trade or Commerce)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent’s deceptive and/or unfair conduct **occurred in the course of ZHP’s, Teva’s, and/or Torrent’s respective trade or commerce?**

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, proceed to CPL Question 3.

CPL Question 3(a): (Affecting Public Interest) (Nebraska and Washington Only)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent's **deceptive and/or unfair conduct affects the public interest** as required by Nebraska and Washington law?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If you answer "No" to CPL Question 3(a) as to ZHP, Teva, and/or Torrent, You should not award damages for Nebraska and Washington only as to that or those Defendant(s).

CPL Question 3(b): (Consumer Oriented Conduct) (New York Only)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent's **deceptive and/or unfair conduct was consumer-oriented** as required by New York law?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If you answer "No" to CPL Question 3(b) as to ZHP, Teva, and/or Torrent, You should not award damages under New York law only as to that or those Defendant(s).

CPL Question 3(c): (Personal Family or Household Purposes) (Missouri Only)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent's respective valsartan-containing drugs were **primarily for personal, family, or household purposes** as required by Missouri law?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If you answer "No" to CPL Question 3(c) as to ZHP, Teva, and/or Torrent, You should not award damages under Missouri law only as to that or those Defendant(s).

CPL Question 3(d): (Harm to Competition) (Hawaii Only)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent's **deceptive or unfair conduct harmed competition** as required by Hawaii law?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If you answer "No" to Question 3(d) as to ZHP, Teva, and/or Torrent, You should not award damages under Hawaii law only as to that or those Defendant(s).

CPL Question 4: (Damages)

If you answered "Yes" to Questions 1-2, do you find that the Plaintiff and Class Members **suffered damages** as a result of ZHP's, Teva's, and/or Torrent's deceptive and/or unfair conduct?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is "Yes" to ZHP, Teva, and/or Torrent, you should proceed to award damages in the Damages Chart at the end of this Verdict Form consistent with the Instructions set forth in Question 1(b), and at the end of Questions 3(a)-(d).

CPL Question 5: (Punitive Damages) (Oregon Only)

Do you find by a **preponderance of the evidence** that ZHP, Teva, and/or Torrent should be liable for **punitive damages** under Oregon law for ZHP's, Teva's, and/or Torrent's respective breach(es) of express warranty(ies)?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is "Yes" to one or more of the Defendants, please proceed to the Punitive Damages Worksheet for that or those Defendant(s) and award punitive damages for Oregon only.

III. Common Law Fraud (“Fraud”) Claims

As I instructed you, in some states you must find fraud by the **clear and convincing evidence standard** (e.g., District of Columbia, Idaho, Iowa, Louisiana, New Jersey, New York, Oklahoma, Rhode Island, South Dakota, Vermont, Virginia, Wyoming, and Puerto Rico). In others, you must find fraud by a lesser **preponderance of the evidence standard** (e.g., Alaska, Arkansas, Colorado, Florida, Massachusetts, Minnesota, North Carolina, North Dakota, Ohio, and Washington). Accordingly, you will be asked the same question twice in this Verdict Form. The only difference will be the standard you should use to make your finding. If you find fraud by **clear and convincing evidence** as to all three Defendants you may skip the following question regarding **preponderance of the evidence** since you have necessarily found the lesser standard satisfied. If you have not found fraud as to any of the Defendants by **clear and convincing evidence**, you must answer the following question regarding **preponderance of the evidence** as to that or those defendant(s).

Fraud Question 1(a): (False Statement of Material Fact– Clear and Convincing Evidence)

Do you find by clear and convincing evidence that ZHP, Teva, and/or Torrent **made a false statement of material fact** regarding their valsartan API and/or valsartan-containing drugs?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendant(s), you may skip Fraud Question 1(b) as to that or those Defendant(s) and proceed to Fraud Question 2. Otherwise, please answer Fraud Question 1(b).

Fraud Question 1(b): (False Statement of Material Fact – Preponderance of the Evidence)

Do you find by a preponderance of the evidence that ZHP, Teva, and/or Torrent **made a false statement of material fact** regarding their valsartan API and/or valsartan-containing drugs?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____
As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, proceed to Fraud Question 2.

Fraud Question 2(a): (Made with Knowledge– Clear and Convincing Evidence)

Do you find by clear and convincing evidence that ZHP, Teva, and/or Torrent, respectively, made the false statement(s) with either: (a) **knowledge of its falsity**, or (b) **knowledge that the defendant did not know whether it was true or false**?

As to ZHP? Yes _____ No _____
As to Teva? Yes _____ No _____
As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendant(s), you may skip Fraud Question 2(b) as to that or those Defendant(s) and proceed to Fraud Question 3. Otherwise, please answer Fraud Question 2(b).

Fraud Question 2(b): (Made with Knowledge– Preponderance of the Evidence)

Do you find by a **preponderance of the evidence** that ZHP, Teva, and/or Torrent, respectively, made the false statement(s) with either: (a) **knowledge of its falsity**, or (b) **knowledge that the defendant did not know whether it was true or false**?

As to ZHP? Yes _____ No _____
As to Teva? Yes _____ No _____
As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, proceed to Fraud Question 3.

Fraud Question 3(a): (Intent to Induce Reliance / Clear and Convincing Evidence)

Do you find by **clear and convincing evidence** that ZHP, Teva, and/or Torrent **intended to induce another to rely on their respective false statement(s) of material fact**?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendant(s), you may skip Fraud Question 3(b) as to that or those Defendant(s) and proceed to Fraud Question 4. Otherwise, please answer Fraud Question 3(b).

Fraud Question 3(b): (Intent to Induce Reliance– Preponderance of the Evidence)

Do you find by a **preponderance of the evidence** that ZHP, Teva, and/or Torrent **intended to induce another to rely on their respective false statement(s) of material fact**?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, proceed to Fraud Question 4.

Fraud Question 4(a): (Plaintiff Ignorance of the Falsity / Clear and Convincing Evidence)

Do you find by **clear and convincing evidence** that Plaintiff and Class Members were **ignorant of the falsity of ZHP’s, Teva’s, and/or Torrent’s statement(s)** under the laws of Colorado, Idaho, Vermont, Washington, and Wyoming?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, proceed to Fraud Question 5. If you answer “No” as to one or more of the Defendants, you must answer Fraud Question 4(b), and you must not award fraud damages under the

laws of Idaho, Vermont, and Wyoming only. However, you must still answer Fraud Question 4(b).

Fraud Question 4(b): (Plaintiff Ignorance of the Falsity– Preponderance of the Evidence)

Do you find by a **preponderance of the evidence** that Plaintiff and Class Members were **ignorant of the falsity of ZHP’s, Teva’s, and/or Torrent’s statement(s)** under the laws of Colorado and Washington?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, proceed to Fraud Question 5. If you answer “No” as to one or more of the Defendants, you must not award fraud damages under the laws of Colorado and Washington only to that or those Defendant(s). Proceed to Fraud Question 5.

Fraud Question 5: (Resulting Injury)

If you answered “Yes” to Fraud Questions 1-3 for one or more of the Defendant(s), do you find that the Plaintiff and Class Members **suffered a resulting or consequent injury and damages**.

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If you answer was “Yes” to Fraud Questions 1(a), 2(a), 3(a) and 5 as to ZHP, Teva, and/or Torrent, you must award damages against the respective Defendant(s) for all of the Fraud States per the instruction below, consistent with the Instructions provided to you at the end of Fraud Question 4.

If your answer was “No” to any of Fraud Questions 1(a), 2(a), 3(a), but “Yes” to the corresponding Fraud Questions 1(b), 2(b), 3(b), and “Yes” to Fraud Question 5 as to ZHP, Teva, and/or Torrent, you must award damages against the respective Defendant(s) for Alaska, Arkansas, Colorado, Florida, Massachusetts, Minnesota, North Carolina, North Dakota, Ohio, and Washington only, consistent with the Instructions provided to you at the end of Fraud Question 4.

If your answer is “No” to Fraud Question 5 as to ZHP, Teva, and/or Torrent, you must not award damages against the respective Defendant(s) for all of the Common Law Fraud States.

Fraud Question 6: (Punitive Damages)

If you have found ZHP, Teva, and/or Torrent liable for Fraud, and have awarded compensatory damages in any amount in response to Fraud Question 5 for ZHP, Teva, and/or Torrent, please answer this Fraud Question 6 regarding the award of punitive damages.

As I instructed you, in some states you must find punitive damages appropriate by **clear and convincing evidence**. In others, you must find punitive damages appropriate by a lesser **preponderance of the evidence standard**. Finally, one state, Colorado, requires punitive damages to be established **beyond a reasonable doubt**. Accordingly, you will be asked the same question three times in this Verdict Form with the only difference being the burden of proof and the states listed.

Fraud Question 6(a): (Punitive Damages – Clear and Convincing Evidence)

Do you find by **clear and convincing evidence** that ZHP, Teva, and/or Torrent should be liable for punitive damages under the laws of Alaska, Arkansas, District of Columbia, Florida, Idaho, Iowa, Minnesota, New Jersey, New York, North Carolina, North Dakota, Mississippi, Montana, New York, Ohio, Oklahoma, Rhode Island, South Dakota, Vermont, Virginia, and Wyoming for fraud?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendant(s), you may skip Fraud Question 6(b) and proceed to award punitive damages for Alaska, Arkansas, District of Columbia, Florida, Idaho, Iowa, Minnesota, New Jersey, New York, North Carolina, North Dakota, Mississippi, Montana, New York, Ohio, Oklahoma, Rhode Island, South Dakota, Vermont, Virginia, and Wyoming.

Fraud Question 6(b): (Punitive Damages – Preponderance of the Evidence)

Do you find by a **preponderance of the evidence** that ZHP, Teva, and/or Torrent should be liable for punitive damages under the law of Virginia for fraud?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, please proceed to the Punitive Damages Worksheet for that or those Defendant(s) and award punitive damages for Virginia.

Question 6(c): (Punitive Damages – Beyond a Reasonable Doubt)

Do you find **beyond a reasonable doubt** that ZHP, Teva, and/or Torrent should be liable for punitive damages under the law of Colorado for fraud?

As to ZHP? Yes _____ No _____

As to Teva? Yes _____ No _____

As to Torrent? Yes _____ No _____

If your answer is “Yes” to one or more of the Defendants, please proceed to the Punitive Damages Worksheet for that or those Defendant(s) and award punitive damages for Colorado.